

FILED
8/24/2021
THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT
LK

*Abdulkadir Gokdoran
945 Baines Street
East Palo Alto / California / 94303*

08.24.2021 - 10:30 AM

Re: Abdulkadir Gökdoğan
Case No. 21-cv-3930

To: My Honorable Judge Thomas M. Durkin
To: My Honorable Magistrate Judge Young B. Kim

I am writing this letter to Payidar LLC to defend against the intellectual property being sued by a company called "Tangle". Payidar LLC is my brother's (Nurullah Gökdoğan) company and I am managing it, I will represent the company because I and this company do not have enough money to hire an attorney.

I am a science and robotics teacher. I have been involved in 3 European Union projects to contribute to world education quality. As a teacher, I develop educational games to give students a new scientific perspective. I was learning online marketing too. I thought I could sell my own improved education products on Amazon. I am not a professional salesman and have worked with small companies. I decided to sell an existing product that anyone can sell which is "push pop bubble" product whose picture you can find on the next page. Before selling, I opened the Toys & Category gate (Amazon approved my toys) on Amazon and registered with the USPTO to avoid any intellectual property problems from my competitors. My Trademark serial number is 90663083 and its name is Payidar Tech.

After I finished all the paperwork, I brought about 1500 small toys from China to California to sell on Amazon. I created and optimized listings for my products. Like other sellers, I tried to do Search Engine Optimization in my listings to increase my sales. Usually, I use different online tools to find high-volume keywords and check if they are all a brand. I am a detailed person and checking every word one by one. I also used the words "Tangle" to improve my listing keyword status. I checked the word on Amazon and Google, saw many listings that use this word, and decided to use it too. I didn't know Tangle and I didn't want to give any references to my products from their trademark because I didn't even know they were a company. In addition, my products do not even resemble their products in terms of visuals and expression.

I'm not a black hat salesman. I didn't want to abuse and harm the Tangle company. I didn't even know them. I tried to talk to their lawyers, but it was not successful because they did not answer me, even though I said my time was running out. I've included all the conversations we had with Attorney Katie and Jeremy in this document. I wanted to show my goodwill and deleted all the unique own listings I had created, plus offered to pay all my net income from selling my own toys. They said they would reply to me shortly but my time was about to expire, they haven't

answered me yet. I sent them a copy of the printed version of our conversations by registered USPS mail.

I called and spoke to the Northern District of Illinois Eastern Division Clerk and tried to learn how to defend myself without a lawyer. Thanks for their help. I have prepared all these documents according to this information.

I'm from Turkey and I don't know anything about the judicial system of the United States. I always try to show my respect to everyone. I'm always afraid of violating someone's rights. I am far away from my family and here I am trying to build new families by building new good relationships.

Sorry for my broken English, it was worse but I used some translation tools to fix it. I will always respect your decision, my Honorable Judge. I hope there will be no negative consequences for both sides and it will end well. If I have unknowingly violated any right, I am willing to do my best in light of your last decision.

If you want to check my teaching credential number (CA): 210177068

*Thank You and Best Regards
Abdulkadir Gokdogan
payidarllc@gmail.com
+1 (973) 979 1993*



Payidar LLC <payidarllc@gmail.com>

Payidar | Intellectual Property

7 messages

Payidar LLC <payidarllc@gmail.com>

To: kkavanaugh@thoits.com

Fri, Aug 13, 2021 at 4:39 PM

Hello Katie!

I'm Abdul. I'm contacting you because I got an email from you yesterday. I want to talk a little bit about this issue with you :) I think something can be a misunderstanding. I'm a small business owner (Payidar LLC).

Normally, I'm just a science teacher. I was trying to develop some scientific toys for sale online. I was wondering about my online selling skills on Amazon and decided to try a product, "Push Pop Bubble". I launched it and learned some SEO skills from online tools. I brought them from China. I found keywords and used some of them for my listings. I am thinking there is a misunderstanding because I sell different products. As I understand it, one of the words violates your intellectual property. I deleted all my listings related to this issue. I will no longer sell these products. I didn't want to use the word "Tangle" to reflect and refer to your product or trademark. I was just testing my sales skills. I didn't mean to misuse or abuse your intellectual property. Also, our products are not the same, I am not selling tangles. Thank you for the alert to notify me. I did what I had to do by deleting the listings. Could you draw back your court order and let Amazon know that I can use my account because I can't sell anything from my account at the moment.

Here is my store you can see: https://www.amazon.com/sp?_encoding=UTF8&asin=0073403342&isAmazonFulfilled=1&ref_=olp_merch_name_3&seller=A3OKHIORA85VOB

And these are my products which I was try to selling:



Thank you & Have a good day
Abdul

payidarllc@gmail.com
+1 (973) 979 1993

Kavanaugh, Katie <KKavanaugh@thoits.com>
To: Payidar LLC <payidarllc@gmail.com>

Fri, Aug 13, 2021 at 4:48 PM

Hi Abdul

Thank you for your email. My client would be interested in settling this matter with you, but in order to do so, would require compensation for the infringement of its intellectual property rights. If you can propose a settlement offer, I would be willing to discuss that with my client. Upon any settlement, I would inform Amazon so that your store and accounts would become unfrozen.

Thanks,
Katie

Katie Kavanaugh
Thoits Law | 400 Main St, #250, Los Altos, CA 94022
202.706.4984 | www.thoits.com | kkavanaugh@thoits.com

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[Quoted text hidden]

Payidar LLC <payidarllc@gmail.com>
To: "Kavanaugh, Katie" <KKavanaugh@thoits.com>

Fri, Aug 13, 2021 at 5:47 PM

Hi Katie,

Thank you for informing me.

I only sold these products for 2 months and I could only sell several hundred units. I couldn't make a profit either because I paid too much advertising money. Since I do not have any profit in this regard, there is no amount that I will be able to pay you. Since I'm already a very small business, I have almost no money. As I said, I am not a businessman, I am a teacher.

My products are products registered in my own trademark (by USPTO). I have added these products to my own trademark. It has no relation and connection with your products as visual and descriptive and others. I did not make any referrals that would violate your trademark. I used the English word "Tangle" to improve my list.

In order not to repeat this situation, I deleted all the lists with good intentions. I hope you will end the matter here with the same good intentions.

Thank you
Abdul

payidarllc@gmail.com

+1 (973) 979 1993

[Quoted text hidden]

Payidar LLC <payidarllc@gmail.com>
To: "Kavanaugh, Katie" <KKavanaugh@thoits.com>

Mon, Aug 16, 2021 at 5:13 PM

Hi Katie,

I thought about it. I want you to release me on this because I'm just a little man. I didn't want to be argumentative. I am not a black hat seller, I am still trying to learn how to sell on Amazon and be a semi professional seller because I want to make it as my side job.

For the lists, they were all my companies lists that I created. I didn't sell from your listings or brands. There is no reference or reflection by my company for your brand, and I have never sold Tangle. My profit is \$169.55 by selling my own unique products for 2 months. The profit came from my own lists, not from your lists.

I'm offering you to pay all my profit that my company made to settle this case without going to court. If you agree with me :) Please send me a release letter, otherwise please let me know your decision.

Thanks & Kind Regards

[Quoted text hidden]

Payidar LLC <payidarllc@gmail.com>
To: "Kavanaugh, Katie" <KKavanaugh@thoits.com>

Wed, Aug 18, 2021 at 1:17 PM

Hi Katie,

I was wondering about your decision. I saw you saw my LinkedIn page but don't think like that about me because I hired someone from Fiverr to make my LinkedIn professional, that's what she did. Because I am seeking a job. Normally I'm a teacher, I can show my certificate :) I got certificates from 3 states, 2 countries!

I can send my business reports on the sale of the toys. You will see the ASIN numbers as well, you won't see anything related to yours. And you will see net gross sales.

If you decide to go to court, it will be very difficult for me because I have no power to hire a lawyer and even pay the court costs. I have to prepare everything myself. Up to you. But if you decide to solve it without going to court, I will try to do my best :)

Please let me know your decision soon, I need to take action in court so I don't miss the deadline.

Best & Thanks

Abdul

[Quoted text hidden]

Kavanaugh, Katie <KKavanaugh@thoits.com>
To: Payidar LLC <payidarllc@gmail.com>
Cc: "Hanika, Jeremy" <JHanika@thoits.com>

Wed, Aug 18, 2021 at 2:29 PM

Hi Abdul

Thank you for your email. I am introducing you to my colleague Jeremy (copied), who will respond to you shortly.

Sincerely

Katie

Katie Kavanaugh
Thoits Law | 400 Main St, #250, Los Altos, CA 94022
202.706.4984 | www.thoits.com | kkavanaugh@thoits.com

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From: Payidar LLC [mailto:payidarllc@gmail.com]

Sent: Wednesday, August 18, 2021 10:18 AM

To: Kavanaugh, Katie <KKavanaugh@thoits.com>

[Quoted text hidden]

[Quoted text hidden]

Payidar LLC <payidarllc@gmail.com>
To: "Kavanaugh, Katie" <KKavanaugh@thoits.com>

Thu, Aug 19, 2021 at 2:33 PM

Hi Katie and Jeremy,

Thank you for your email. I am waiting for your action.

Good day!

Sincerely

[Quoted text hidden]

ShenZhen Yagelong Tech co., Ltd

Address: Room 26G, A Block, Guoqi Building, Shangbu South Road, Futian District,
Shenzhen, China Phone: +8618350953848

Invoice No.: YGL2021042701

COMMERCIAL INVOICE

Date: 2021.04.27

| Consignee: | Nurullah Gokdogan | | | Airbill NO: | |
|---|--|----------|--------------|------------------------|-------------------|
| Company Name: | Payidar LLC | | | Carrier: | |
| Address : | 945 Baines Street, East Palo Alto, 94303 | | | Weight: | 40kg |
| Town/ Area Code: | 94303 | | | Dimensions: | - |
| State /Country: | California/USA | | | Phone/ Fax NO: | +1 (201) 989 5382 |
| Product | Manufacturer | Quantity | Item Value | Total Value For | |
| PAYIDAR Payidar Tech Push Pop Bubble (Model1,2,4,5,8,10,13,16,18,40,41) | ShenZhe Yagelong Tech co., Ltd | 500 | US\$0.70/ea. | US\$350.00 | |
| DDP Sea Shipping Fee | | | | US\$116.00 | |
| Total | | | | US\$466.00 | |

| MODEL | QUANTITY | PRODUCT NAME | PRICE PER UNIT | SKU | MANUFACTURED BY, BRAND OWNER | BRAND |
|----------|---|---|----------------|-------|------------------------------|--------------|
| Model 1 | 45 (15 green, 15 red, 15 yellow) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 1) | 0.7\$ | M1G1 | PAYIDAR LLC | PAYIDAR TECH |
| Model 2 | 45 (15 green, 15 red, 15 yellow) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 2) | 0.7\$ | M2G1 | PAYIDAR LLC | PAYIDAR TECH |
| Model 4 | 45 (15 green, 15 red, 15 yellow) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 4) | 0.7\$ | M4G1 | PAYIDAR LLC | PAYIDAR TECH |
| Model 5 | 45 (15 multicolor, 10 red, 10 yellow, 10 green) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 5) | 0.7\$ | M5M1 | PAYIDAR LLC | PAYIDAR TECH |
| Model 8 | 45 (22 square multicolor, 23 circul multicolor) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 8) | 0.7\$ | M8C1 | PAYIDAR LLC | PAYIDAR TECH |
| Model 10 | 45 (15 multicolor, 10 red, 10 yellow, 10 green) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 10) | 0.7\$ | M10M1 | PAYIDAR LLC | PAYIDAR TECH |
| Model 13 | 45 (15 green, 15 red, 15 yellow) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 13) | 0.7\$ | M13G1 | PAYIDAR LLC | PAYIDAR TECH |
| Model 16 | 45 (22 red, 23 yellow) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 16) | 0.7\$ | M16R1 | PAYIDAR LLC | PAYIDAR TECH |

| | | | | | | |
|-----------------|---------------------------------------|---|-------|-------|-------------|--------------|
| Model 18 | 45 (45 yellow) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 18) | 0.7\$ | M18Y1 | PAYIDAR LLC | PAYIDAR TECH |
| Model 40 | 45 (45 multicolored) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 40) | 0.7\$ | M40M1 | PAYIDAR LLC | PAYIDAR TECH |
| Model 41 | 50 (25 multicolored, 25 multicolored) | Payidar Tech Push Pop Bubble, Bubbles Relieve Fidget Sensory Toy (Model 41) | 0.7\$ | M41W1 | PAYIDAR LLC | PAYIDAR TECH |

8) I declare that the above information is true and correct to the best of my knowledge,
That the origin of the goods is from China.

9) Reason for Export: Online marketing

TERMS OF SALE

Shipping Address: Nurullah Gokdogan, 1-2019895382, 945 Baines Street, East Palo Alto, California, United States of America, 943033. To Payidar LLC.

Transportation Method: Sea freight

Shipping Fee: The shipping fee for this Contract is USD 116.00

Insurance charges: The insurance charges for this Contract is USD 0.00

Shipment Date: Shipment Date refers to such date as indicated for completion of the shipping out of Products at the Port/Place of Loading or pickup of the express delivery of the products

The seller should ship out Products at the designated Port/Place of Loading within 15 calendar days (s) after receiving the total amount.

Identification of Actual Date of Shipment: Unless otherwise mutually agreed by the Buyer and Seller, for the purposes of the Trade Assurance Terms of this Contract, the date of shipment according to the records transaction system, except where Seller provides original conclusive information on the date of shipment to the contrary (in which case such information shall prevail)

Port / Place of Destination Tips: Ports / Places of Destination in Iran, North Korea, Syria, Cuba, Sudan, Egypt, and the Crimea region are not currently covered by Trade Assurance.

Total Amount: The Total Amount for this Contract is USD 466.00.

Deposit before Shipment (if applicable): The Deposit (if applicable) before shipment for this Contract is USD 466.00.

Discount: The Discount for this Contract is USD 0.00

Remaining Balance(if applicable): The Remaining Balance (if applicable) to this Contract shall be USD 0.00. Seller retains all ownership to the Product before Buyer completes payment of the Balance Amount (if applicable) under this Contract unless otherwise agreed between the Seller and Buyer, in which case Seller and Buyer shall act accordingly to such alternative arrangements.

Deadline of Payment of Deposit by Buyer (if applicable): Buyer must remit the Deposit (if applicable) to the Beneficiary Bank Account set forth in this Contract within 15 days (with the 15th day inclusive) from the date both Seller and Buyer have executed this Contract and before shipment, otherwise, Seller shall have the right to unilaterally terminate this Contract.

Deadline for paying Remaining Balance by Buyer(if applicable): Unless otherwise mutually agreed between Seller and Buyer, Buyer shall pay the full amount of the Remaining Balance (if applicable) upon receiving the copy of bill of lading (or other delivery vouchers).

Bank Charges: Buyer shall bear any and all relevant bank charges.

If Buyer and Seller agreed to arrange for the products to go through a product inspection process, the parties may agree on the terms of the inspection, such as method, inspection institution, fees, and etc., by way of a supplemental agreement. If both parties have agreed to “Inspection & Logistics Service TradeAssurance”, Buyer shall also be entitled to have the Products inspected before shipping (and Seller shall provide all necessary assistance to complete the relevant inspection so that the shipping of Products remains unaffected) so that Buyer can benefit from information relating to the inspection and shipping of the Products.



| (Parent) ASIN | (Child) ASIN | Units Ordered | Ordered Product Sales | UNIT A. FEE | AMAZON FEE | UNIT SHIPPING | SHIPPING | NET | |
|---------------|--------------|---------------|-----------------------|-------------|------------|---------------|----------|-----------|----------|
| B097X24QC5 | B097X24QC5 | 26 | \$773.74 | 260 | 4.5 | 117 | 7.4 | 192 | \$204.74 |
| B097XLV2WR | B097XLV2WR | 24 | \$1,439.76 | 600 | 9 | 216 | 13.75 | 330 | \$293.76 |
| B096L8VDCD | B094114WBB | 13 | \$66.39 | 13 | 1 | 13 | 3.8 | 49 | -9 |
| B096T3BDRX | B093ZVKQPW | 10 | \$52.40 | 10 | 1 | 10 | 3.8 | 38 | -\$5.60 |
| B096TDF29V | B093Y7ZDMX | 7 | \$44.55 | 7 | 1 | 7 | 3.8 | 26.6 | \$3.95 |
| B096RQH13W | B093ZY4RFK | 6 | \$39.94 | 6 | 1 | 6 | 3.8 | 22.8 | \$5.14 |
| B096RQH13W | B093ZYBNQK | 6 | \$59.94 | 12 | 1.5 | 9 | 3.8 | 22.8 | \$16.14 |
| B096RNZSN8 | B093ZZP97B | 6 | \$31.19 | 6 | 1 | 6 | 3.8 | 22.8 | -\$3.61 |
| B097XPGGZL | B097XPGGZL | 5 | \$319.95 | 125 | 9 | 45 | 13.75 | 68.75 | \$81.20 |
| B096TBWNRZ | B093GSR87N | 4 | \$25.37 | 4 | 1 | 4 | 3.8 | 15.2 | \$2.17 |
| B096T3C4FJ | B093ZTVSZX | 4 | \$22.76 | 4 | 1 | 4 | 3.8 | 15.2 | -\$0.44 |
| B096T3C4FJ | B093ZVRBDN | 4 | \$39.96 | 8 | 1.5 | 6 | 3.8 | 15.2 | \$10.76 |
| B093ZZDZGY | B093ZZDZGY | 4 | \$22.00 | 4 | 1 | 4 | 3.8 | 15.2 | -\$1.20 |
| B096L8VDCD | B093ZZG83D | 4 | \$51.96 | 12 | 1.8 | 7.2 | 4 | 16 | \$16.76 |
| B093ZZZ4C2 | B093ZZZ4C2 | 4 | \$39.96 | 8 | 1.5 | 6 | 4 | 16 | \$9.96 |
| B096TDF29V | B093Y82V59 | 3 | \$19.97 | 3 | 1 | 3 | 4 | 12 | \$1.97 |
| B096LD3K49 | B093ZYPCR5 | 3 | \$16.50 | 3 | 1 | 3 | 4 | 12 | -\$1.50 |
| B096L8YPV5 | B093ZZDZGY | 3 | \$13.90 | 3 | 1 | 3 | 4 | 12 | -\$4.10 |
| B096TBWNRZ | B093GTZYZHD | 2 | \$11.98 | 2 | 1 | 2 | 4 | 8 | -\$0.02 |
| B096TBWNRZ | B093GWH9N5 | 2 | \$25.98 | 6 | 1.8 | 3.6 | 4 | 8 | \$8.38 |
| B096T91WCT | B093ZRKYHG | 2 | \$13.98 | 2 | 1 | 2 | 4 | 8 | \$1.98 |
| B096T3C4FJ | B093ZTRJYF | 2 | \$19.98 | 4 | 1.5 | 3 | 4 | 8 | \$4.98 |
| B096RQH13W | B093ZZBSJG | 2 | \$9.90 | 2 | 1 | 2 | 4 | 8 | -\$2.10 |
| B0981WZ96Y | B0981WZ96Y | 2 | \$59.98 | 2 | 4.5 | 9 | 7.4 | 14.8 | \$16.18 |
| B096TBWNRZ | B093GTF8TX | 1 | \$9.99 | 2 | 1.5 | 1.5 | 4 | 4 | \$2.49 |
| B096TBWNRZ | B093GWPJZ5 | 1 | \$6.99 | 1 | 1 | 1 | 4 | 4 | \$0.99 |
| B096T91WCT | B093ZRMVX9 | 1 | \$5.99 | 1 | 1 | 1 | 4 | 4 | -\$0.01 |
| B096T3BDRX | B093ZW5BBN | 1 | \$9.99 | 2 | 1.5 | 1.5 | 4 | 4 | \$2.49 |
| B096LD3K49 | B093ZYXY1S | 1 | \$6.99 | 1 | 1 | 1 | 4 | 4 | \$0.99 |
| B096RNZSN8 | B093ZZHWDK | 1 | \$6.99 | 1 | 1 | 1 | 4 | 4 | \$0.99 |
| B096L8YPV5 | B093ZZK3H7 | 1 | \$12.99 | 3 | 1.8 | 1.8 | 4 | 4 | \$4.19 |
| B096LD3K49 | B093ZZYR79 | 1 | \$9.99 | 2 | 1.5 | 1.5 | 4 | 4 | \$2.49 |
| B096DNGNCT | B09411LK6Z | 1 | \$12.99 | 3 | 1.8 | 1.8 | 4 | 4 | \$4.19 |
| B0981VKGRQ | B0981VKGRQ | 1 | \$59.99 | 25 | 9 | 9 | 13.75 | 13.75 | \$12.24 |
| | | | \$3,364.94 | 1147 | 71.7 | 511.9 | 170.05 | 1006.1 | \$681.55 |
| | | | | | | | | | -\$512 |
| | | | | | | | | TOTAL NET | \$169.55 |

This chart is downloaded from the Amazon business reports page. All expenses have been added to the chart so that they can be shown as net and gross. There are no other listings under the Toys & Games category that Payidar LLC has sold or continues to sell. All toy lists are listed there. TOTAL NET: \$169.55

All ASIN number lists are created by Payidar LLC under the brand "PAYIDAR TECH" registered to UPSTO. Nothing belongs to any other brand and nothing refers to any Trademark.

X CLOSE REPORTS MENU

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Sales Dashboard

Business Reports

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Detail Page Sales and Traffic

Seller Performance

By ASIN

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Brand Performance

Other

Sales and Orders by Month

Date

Custom

6/9/2021

Sales breakdown

Marketplace total

7/16/2021

Fulfillment channel

Both (Amazon and seller)

Apply

Sales Snapshot taken at 8/20/2021, 11:53:47 AM PDT

Total order items

171

Units ordered

183

Ordered product sales

\$4,634.80

Avg. units/order item

1.07

Avg. sales/order item

\$27.10

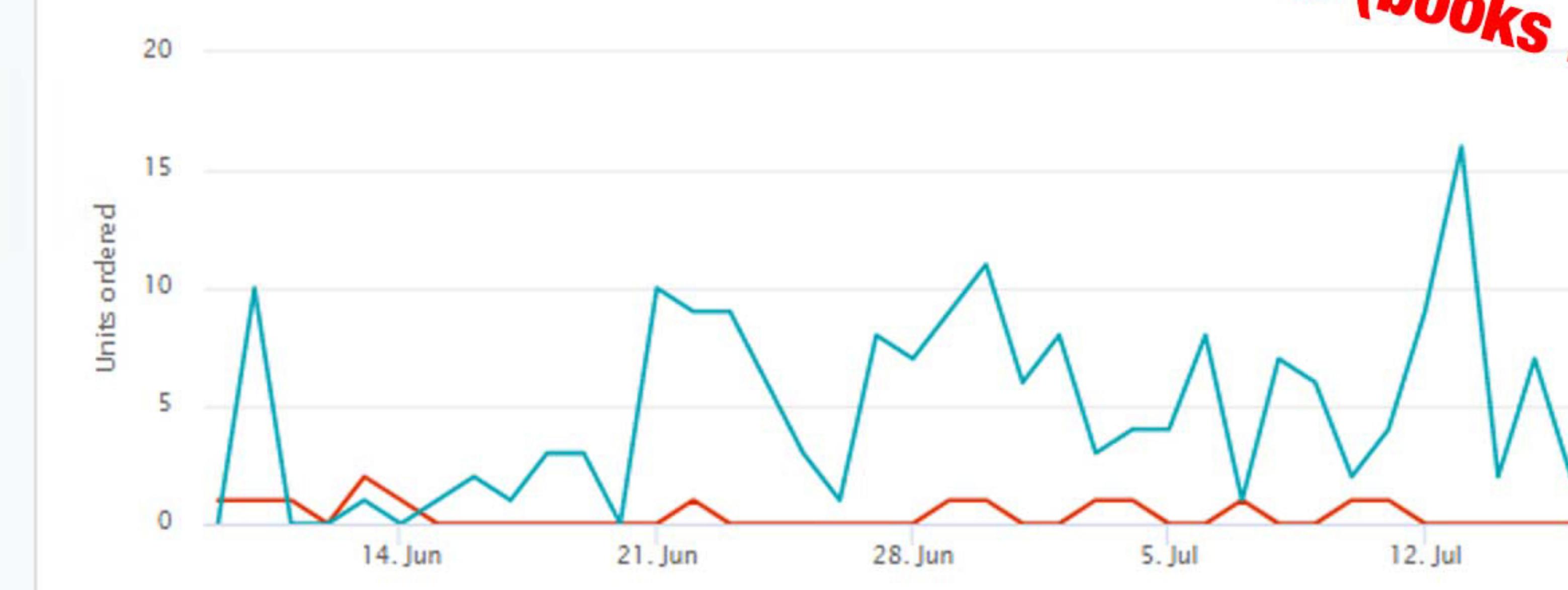
Compare Sales

-1269.86 from other products (books ..)

REVENUE: ~\$3,364.94
NET: ~\$169.55

Graph view

Table view



Compare

What's this

 Selected date range

183 Units

\$4,634.80

 Same date range one year ago

14 Units

\$465.08

